

Installation conditions

effective date:
01.02.2012

These conditions are valid for installation, starting, service, control of production and tests of machines and plants. They are also for the installation controlling applicable – if no other agreements exist. Our fitters have instructions to do all works professional and careful like it's been written in the contract. If you still have any wishes, please tell us, so that we can help you.

A.) Costs of installation

I. Working hours

From Monday till Thursday the daily work time is 7.5 hours (from 07:00 a.m. till 3:15 p.m) and on Fridays 5.0 hours (from 07:00 a.m. till 12:15 p.m.). Their breaks are Monday till Thursday 45 min. and on Fridays 15 min.

2. Rates per hour

For the supply of our installation employees (Working time, Waiting period and Time to travel) we calculate the following hourly rates:

Assembly manager	Euro	110,00 / h
programmer	Euro	99,00 / h
Service engineer / start-up engineer	Euro	89,00 / h
fitter	Euro	44,00 / h

3. Overtime premiums

Additional to the normal working the following overtime premiums will be calculated:

- for the first 2 overtime daily	+ 25%
- for every overtime in addition (daily) and night work	+ 50%
- for the first 2 hours on Saturdays	+ 25%
- for every overtime in addition (Saturdays)	+ 50%
- for all hours on Sundays	+ 75%
- for works on public holidays (01.01, Easter Sunday, Whitsun, 1st of Mai, 25. Dec., for overtimes on 24th Dec., for night work on 31.12. to 01.01.)	+150%

This calculation-base is also valid for waiting periods and time to travel.

4. Expenses “different per each country”

Based are the statutory valid releases and expenses.

If our employees aren't able to cover demonstrable theirs expenses with the paid expenses, so the client has to pay the additional expenditure.

5. Travel expenses

The travel expenses will be calculated for the journey and departure and also for breaks during the fitting works. The calculation occurs in the following way:

- | | |
|----------------------------------|---|
| - By using a car (at the moment) | Euro 0,79 per kilometre |
| - By train: | according to the effort; 1. class or IC-2. class |
| - By plane : | according to the effort; inside of Europe
till 4 flight hours economy class,
from 4 flight hours business class |

+10% working fee

6. Expense allowance, other costs

- Costs for overnight stays
- Costs for luggage and transportation of tools by travelling with train or plane, also parking fee, costs for a hire car, taxi, bus, telephone, etc.
- tax and local taxes of the land, we work in/for
- Extra costs for fitting preparation and realization at fittings in lands out of Europe (for example visa or vaccination, etc.)

+10% working fee

The calculation of the fitting comes after ending or - if this takes longer - in a 14 day interval and is to pay without a discount directly.

B.) Special Conditions

- The client can't make demands against us, if we aren't able to end as agreed our contract cause of an unexpected incident.
- For persons or material damages, which our fitters cause in their line of duty, we are liable within our insurance.
- We aren't liable for works, which our fitter will make by request of the client and without our knowing.
- If the client makes worker available, whose are working on the instruction or our fitter director, than the worker have to be insured by the client according to the statutory determinations.
- At delays of fitting or starting the installations – which are arisen through no faults of us
 - the client has to pay the additional cost for waiting periods, expenses, overnight stays and other necessary travelling costs, which developed because of that.
- Unloading and transport of all fitting things at the installation place as well as the storage of them – to have an avoidance of harmful influences – will at client's expense be taken through.
- Elevators – as they are needful – will be placed free of charged, after a prior notice, at the fitter's disposal.

C.) Ending of fitting and acceptance

- The correctness of the fitting times is by the client to sign on the report, which is completed by the fitter. Even then, if the work is done within our commitment.
- When the machine is ready to be started, the installation should be proofed in the presence of the head of installation. Conspicuous defects are written by the client in the installation protocol.
The machines and systems are ready for acceptance, if all in the starting protocol specified rest works are done, or if the machines can't start in cause of problems, which are not liable by project.

Now the customer is obligated to make the specification test. The duly handing-over of the installation is to confirm our fitting director in the acceptance protocol.

Now that the installation conditions come into effect, all other installation conditions, which are in circulation, are invalid.